

## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Authorize Release of the Right-of-Way Utilization Permit Maintenance Bond for South Bank Final Site Plan aka Orange Bank of Florida

**DEPARTMENT:** Planning and Development      **DIVISION:** Development Review

**AUTHORIZED BY:** Dori DeBord

**CONTACT:** Lee Shaffer

**EXT:** 7346

**MOTION/RECOMMENDATION:**

Authorize the release of the South Bank Final Site Plan a/k/a Orange Bank of Florida Right of Way Utilization Permit Maintenance Bond #3833522 in the amount of \$1,371.20 for the South Bank Final Site Plan aka Orange Bank of Florida road improvements.

District 3 Dick Van Der Weide

Lee Shaffer

**BACKGROUND:**

Section 35.44 (e) of the Seminole County Land Development Code, concerning Additional Required Legal Submittals, required the South Bank Final Site Plan to have a Right-of-Way Utilization Maintenance Bond, specifically, Maintenance Bond #3833522 for \$1,371.20 (The Ohio Casualty Insurance Company), to insure against any significant degradation in operating conditions resulting from any defective work covered by this bond. Staff conducted a two year maintenance inspection for this project located at SR 434 and East Lake Brantley Drive and determined the improvements to be satisfactory.

**STAFF RECOMMENDATION:**

Staff recommends the Board authorize the release of the South Bank Final Site Plan aka Orange Bank of Florida Right-of-Way Utilization Permit Maintenance Bond #3833522 in the amount of \$1,371.20 for the South Bank Final Site Plan a/k/a Orange Bank of Florida road improvements.

**ATTACHMENTS:**

1. ROW Utilization Permit Maintenance Bond
2. Power of Attorney

**Additionally Reviewed By:**

☒ County Attorney Review ( Kathleen Furey-Tran )

**RIGHT-OF-WAY UTILIZATION PERMIT MAINTENANCE BOND**  
(Streets, Curbs, Storm Drains)

**KNOW ALL MEN BY THESE PRESENTS:**

That we Orange Bank of Florida, whose address is 519 N. Magnolia Avenue, Orlando, FL 32801, hereinafter referred to as "PRINCIPAL" and The Ohio Casualty Insurance Company, hereinafter referred to as "SURETY" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the COUNTY in the sum of \$ 1,371.20----- for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, PRINCIPAL has constructed certain improvements, including streets, curbs, storm drains and other appurtenances in that certain public right-of-way known as East Lake Brantley Rd., recorded in Plat Book 14, Page(s) 21, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated May 8, 2006, and filed with the County Engineer of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements for a period of two (2) years from May 8, 2007;

NOW, THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements for a period of (2) years from May 8, 2007, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County Engineer shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect.

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform, within the time specified, the SURETY, upon 30 days written notice from COUNTY, or its authorized agent or officer, of the default will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the SURETY fail or refuse to correct said defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving the said permit shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY and either, both at law and in equity, including specifically, specific performance to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, caused to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents  
this the 8th day of May, 20 07.

Name and Address:  
Orange Bank of Florida  
519 N. Magnolia Avenue  
Orlando, FL 32801

Orange Bank of Florida (Seal)

PRINCIPAL

By: [Signature] Its: PRESIDENT

(If a corporation)

Attest: [Signature] Corp. Sec.  
(If a corporation)

Name and Address:  
The Ohio Casualty Company  
9450 Seward Road  
Fairfield, OH 45014

The Ohio Casualty Company (Seal)

SURETY

By: [Signature] Its: Florida licensed Resident  
Agent & Its Attorney-in-Fact

Attest: [Signature]

(App E, LDC, through Supp 16).

For Inquiries: (407)644-8689

CERTIFIED COPY OF POWER OF ATTORNEY  
THE OHIO CASUALTY INSURANCE COMPANY  
WEST AMERICAN INSURANCE COMPANY

No. 38-671

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby nominate, constitute and appoint: **B.A. Simms, Larry H. Mosley, Stephen A. Simms, James R. Havron, Jr. or Robert B. Simms** of Winter Park, Florida its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance TWO MILLION (\$2,000,000.00) DOLLARS, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Fairfield, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this 24th day of May 2005.



*Sam Lawrence*

Sam Lawrence, Assistant Secretary

STATE OF OHIO,  
COUNTY OF BUTLER

On this 24th day of May, 2005 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came **Sam Lawrence**, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.



*Cheryl S. Gregory*

Notary Public in and for County of Butler, State of Ohio  
My Commission expires August 6, 2007.

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, extracts from which read:

Article III, Section 9. Appointment of Attorneys-in-Fact. The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

**RESOLVED**, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this 8th day of May 2007



*Mark E. Schmidt*

Assistant Secretary